

# EXHIBIT P

NEW ENGLAND COMPOUNDING PHARMACY INC. PRODUCTS LIABILITY  
VIDEOTAPED DEPOSITION OF GINA CALISHER on 09/28/2015

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UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND COMPOUNDING :  
PHARMACY, INC; PRODUCTS : MDL No 2419  
LIABILITY LITIGATION :  
: Master Dkt.  
: 1:13-md-02419-FDS  
THIS DOCUMENTS RELATES TO: :  
: Judge Rya Zobel  
All Cases Identified in :  
Docket No. 1472-1 :  
:

VIDEOTAPED DEPOSITION  
OF GINA CALISHER

9:11 a.m.  
September 28, 2015

St. Regis  
5520 Ka Haku Road  
Princeville, Hawaii

Susan Helton, RPR, CCR No. B-2125

1 that point to manage the business office.

2 Q. Okay. And so was Calishers  
3 providing any -- any patient care?

4 A. No.

5 Q. Okay. So you were purely on the  
6 management side of the facility?

7 A. Yes.

8 Q. Okay. So you don't consider  
9 Calishers to be in the business of healthcare --

10 MR. KRAUSE: Object to the form.

11 BY MR. STRANCH:

12 Q. -- of providing healthcare?  
13 You can answer the question.

14 A. Repeat it again. I'm sorry.

15 Q. So do you consider Calishers to be  
16 in the business of providing healthcare to  
17 patients?

18 A. No.

19 Q. Okay. And I am going to show you a  
20 document that has previously been used in the  
21 Lister deposition and is marked as Exhibit 84  
22 from that deposition. (Tendered.)

23 Would you mind flipping through  
24 that document and telling me -- and the question  
25 I am going to ask you after you look through it

1 is, do you recognize the document?

2 A. Yes, this looks like the contract.

3 Q. So this was the agreement that you  
4 were referencing that started in 2009 where you  
5 were providing management services for Specialty  
6 Surgery?

7 A. Obviously this was signed in June  
8 of 2010. We were approached in 2009 to come  
9 back.

10 Q. Okay. But this is the management  
11 agreement that you have?

12 A. Yes, sir.

13 Q. And I am going to ask you to flip  
14 to the back of that document, it's Bates  
15 SSC-01933. Is that your signature --

16 A. Yes, sir.

17 Q. -- for Calisher & Associates?

18 A. Yes.

19 Q. So this is the management agreement  
20 that was in effect between Calishers and  
21 Specialty Surgery in the 2012 time frame?

22 A. Yes, sir.

23 Q. Okay. And is this a standard  
24 contract that Calishers uses for the centers that  
25 you provide management services to?

1 doing that or you are just not sure if it  
2 happened?

3 A. I don't recall that that happened.

4 Q. Okay.

5 A. The facility -- they were  
6 interested in selling it from the moment we came  
7 back. They were getting on in years, so maybe  
8 somewhere in the process we may have consulted an  
9 attorney.

10 Q. But if you did -- you don't believe  
11 you did, but if you did -- strike that.

12 To be clear, you don't believe that  
13 you consulted an attorney on Specialty Surgery's  
14 behalf, but if you did it would probably have  
15 been in issues relating a sale of Specialty  
16 Surgery, correct?

17 A. Yes.

18 Q. Did you consult any other outside  
19 experts on behalf of Specialty Surgery during  
20 this time?

21 A. Not that I recall.

22 Q. Okay. Who was your primary contact  
23 person with Specialty Surgery?

24 A. Kim Bowlin.

25 Q. And so if you had negotiations

1 Calishers provided management services to were  
2 having a hard time procuring Depo-Medrol; is that  
3 your testimony? Is that -- did I correctly state  
4 that?

5 MR. KRAUSE: Objection.

6 MR. BROWN: Object to the term --

7 THE WITNESS: Say that again.

8 BY MR. STRANCH:

9 Q. So after you made inquiries with  
10 other clinics that Calishers provided management  
11 services to, the results were that they -- that  
12 some of those clinics were having a hard time  
13 procuring Depo-Medrol; is that correct?

14 A. If I remember correctly, it was not  
15 that we necessarily managed these other clinics,  
16 they were ones that we had had an association  
17 with at one time or another. It was people that  
18 we knew. There was one -- there was a clinic in  
19 South Haven, Tennessee. And I believe that Kevin  
20 went there and asked them. He never even heard  
21 of the drug and I had not either and he asked  
22 them, do you use this? And it came back and they  
23 were using the single-dose vials of Depo.

24 Q. Do you know the difference between  
25 a compounding pharmaceutical product and a

1 product that is manufactured by a brand name --

2 A. No.

3 Q. -- FDA approved? No.

4 Okay. Do you understand the  
5 regulatory differences that a compounding  
6 pharmacy operates under versus an FDA approved  
7 licensed manufacturer, distributor or wholesaler  
8 operates under?

9 A. No.

10 Q. Did you contact any pharmaceutical  
11 companies or pharmaceutical wholesalers to  
12 determine whether you could have access to  
13 Depo-Medrol?

14 A. No.

15 Q. So at the end of this --  
16 approximately, how many clinics did Calishers  
17 contact or talk to about Depo-Medrol?

18 A. I think approximately three.

19 Q. Do you remember which three?

20 A. It was the one in Tennessee, there  
21 was one in California and one in New Mexico.

22 Q. Do you remember the names of those  
23 clinics?

24 A. I believe that it was Landmark on  
25 the West Coast. And I don't know the name of the

1 that is going to receive an NECC product,  
2 correct?

3 MR. KRAUSE: Objection.

4 MR. MORAN: Objection.

5 MR. BROWN: Objection.

6 THE WITNESS: I don't know that he  
7 would have to sign an individual  
8 prescription form. I just know that when a  
9 prescription is ordered by a physician he  
10 has to sign off for it.

11 BY MR. STRANCH:

12 Q. Okay. Did you personally look at  
13 any of the Tennessee regulations during this time  
14 frame?

15 A. I believe I looked at the one she  
16 sent me that was with regards to prescription  
17 ordering.

18 Q. And did you ask any questions at  
19 that time as to whether NECC was a licensed  
20 distributor or wholesaler or did you -- strike  
21 that.

22 Did you at any time request whether  
23 NECC is licensed to distribute or wholesale  
24 pharmaceutical products in Tennessee?

25 A. I believe I asked originally were



1 they licensed to do pharmaceuticals in Tennessee.

2 I do believe that I asked that.

3 Q. Do you understand that there is  
4 different types of licenses for pharmaceuticals?

5 A. No.

6 Q. So you don't know different -- that  
7 there is different types of licenses for  
8 pharmaceutical companies?

9 A. No, I do not know that.

10 Q. Do you understand that there is a  
11 difference between a compounding pharmacy and a  
12 licensed manufacturer wholesaler distributing  
13 pharmacy?

14 MR. BROWN: Objection. Asked and  
15 answered.

16 THE WITNESS: No.

17 BY MR. STRANCH:

18 Q. Do you know what a compounding  
19 pharmacy is?

20 A. No.

21 Q. Did you actually look at NECC's  
22 license?

23 A. No.

24 Q. Did you tell Ms. Atkinson that she  
25 could go forward with her order as long as she

1 only provided patient names?

2 A. I told her that was my only concern  
3 was that there was not a procedure and diagnosis  
4 on that. It was all with regards to the  
5 protected health information.

6 Q. Did you, during this time, consult  
7 with anybody who is an expert on pharmaceutical  
8 regulations or a lawyer or something of that  
9 nature?

10 A. No. My only involvement was with  
11 regards to HIPAA.

12 Q. And you did not consult with an  
13 attorney as to whether this information could be  
14 provided or not?

15 A. No.

16 Q. Okay. Did you see in here that  
17 Specialty Surgery has said that Ms. Bowlin was  
18 employed by Calishers?

19 A. I believe that I read that in  
20 Jean's testimony.

21 Q. Did you read all of Ms. Atkinson's  
22 testimony?

23 A. It was 300 pages. I tried to.

24 Q. When did you read that?

25 A. A couple of weeks ago.